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evidence telephonic communications without requiring identification of the speaker, was pointed out. It is gratifying to note that Kentucky has adopted the safer rule, and requires some identification before admitting such conversations.

Payment of Insurance after Seven Years Absence.—The Iowa Supreme Court decides an interesting point of insurance law in *New York Life Insurance Co. v. Chittenden & Eastmen*, 112 Northwestern Reporter, 96. An insured had been absent and unheard of for more than seven years, and an administrator had been appointed for his estate. A demand was made on the insurance company for the insurance, and it was paid. Afterwards it was discovered that insured was not dead. Thereupon the insurance company brought this action to recover the payments made, but, as these payments had been made voluntarily by the company, the court held that it was not entitled to recover.

Liability of Insurance Company for Death at the Hands of Justice.—In a novel insurance case in Georgia, insured was shot by the husband of his paramour while attempting adultery. Defendant company contended that it was not liable on the policy on the ground that such killing was the administration of "preventive justice," under the Georgia Code, releasing insurer in such case. The Supreme Court of Georgia held, however, that the Code contemplated the taking of life only by an officer of the law. *Supreme Lodge K. of P. v. Crenshaw*, 58 Southeastern Reporter 628.

Suicide by Insured.—That ever recurring question, whether recovery may be had under an insurance policy for death by suicide, was again adjudicated upon in *Davis v. Supreme Council Royal Arcanum*, 81 Northeastern Reporter 294. Plaintiff contended that insured could not deprive the beneficiary of his rights by misconduct after the issuance of the policy, but the Massachusetts Supreme Court held that the original contract impliedly excepted suicide as a cause of loss, notwithstanding no mention of it was made in the certificate.

Damages for Pain and Anguish of Decedent.—A watchman on a drawbridge was struck by an engine and knocked into the stream beneath and drowned. The evidence showed that when struck he fell on an iron girder, parallel with the bridge, with such force that he bounced; that he then dropped his flag, threw up his arms, and fell into the water. The Supreme Court of Arkansas held in the case of *St. Louis, I. M. & S. Ry. Co. v. Stamps*, 104 Southwestern Reporter 1114, that in this instance the facts were sufficient to show an appreciable interval of conscious suffering and to warrant a recovery of \$500 therefor.